EXHIBIT "B"

Timothy Stubson, Bar No. 6-3144 Brown, Drew & Massey, LLP 159 N. Wolcott, Suite 200 Casper, WY 82601 Phone: 307.234.1000

Phone: 307.234.100 Fax: 307.265.8025

## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

DATS Trucking TRUCKING, INC. a Utah corporation,	}
Plaintiff,	}
ν,	Case No.: 11CV0193-F
RED EAGLE OIL, INC. a Wyoming corporation; BRYAN HINZE, individually, a resident and citizen of Wyoming; and DALE HINZE, individually, a resident and citizen of Wyoming	
Defendants.	}
AFFIDAVIT OF DANNY IPSON	
STATE OF UTAH )	
COUNTY OF WASHINGTON ) SS.	

- I, Danny Ipson, being of lawful age and first duly sworn, upon my oath do give the following Affidavit based upon my own personal knowledge:
- I currently serve as a vice president of DATS Trucking, Inc. (hereinafter "DATS Trucking"):

- Based upon my position as vice president I am familiar with Red Eagle Oil,
   Inc. and its business relationship with DATS Trucking.
- 3. Red Eagle Oil, Inc. (hereinafter "Red Eagle") entered into a credit agreement with DATS Trucking which is attached to this Affidavit as Exhibit 1.
- DATS Trucking required Red Eagle to enter the agreement prior to extending credit to Red Eagle and prior to delivering petroleum products to Red Eagle based on credit.
- 5. After the agreement was executed, DATS Trucking began to deliver petroleum products to Red Eagle and to invoice Red Eagle on a regular basis for the delivery of petroleum products.
- 6. Red Eagle regularly accepted petroleum deliveries from DATS Trucking and paid a portion of the invoices for delivery of petroleum products.
- 7. In the spring of 2011 Red Eagle failed to pay for a number of deliveries of petroleum products that were made to and accepted by Red Eagle. Despite repeated demands, Red Eagle has failed, refused or neglected to pay outstanding invoices for petroleum products that were delivered to Red Eagle by DATS Trucking.
- 8. As of April 22, 2011 Red Eagle Oil had failed to pay invoices in the amount of \$1,298,327.66.
- 9. Pursuant to the terms of the credit agreement, interest has been accruing on that amount at a rate of 18% per annum since April 22, 2011.

10. DATS Trucking has incurred attorney's fees and costs in its efforts to collect the amounts due and owing to it.

FURTHER AFFIANT SAYETH NOT.

DANNY IPSON

Subscribed and sworn to before me by Danny Ipson this 27 day of June, 2011.

Witness my hand and official seal.

STATE OF UTAH
County of Washington
JCANN PICKETT
2007 E. Middleton Dr.-St. George, UT 24770
My Commission Ext. 15 Feb. 13, 2015

Notary Public